

INDIANOLA WATER WKS / MUNIC. 07-09
& ELECTR LIGHT & POWER / LABORERS #353

AGREEMENT
Between The
**INDIANOLA MUNICIPAL WATER
AND ELECTRIC UTILITIES**
And The
MUNICIPAL LABORERS LOCAL #353

FY 2007-2009

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INDIANOLA EMPLOYMENT
RELATIONS BOARD

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INDIANOLA MUNICIPAL WATER AND ELECTRIC UTILITIES MUNICIPAL LABORERS AGREEMENT

This agreement is entered into by the Indianola Utility Board of Trustees, hereinafter referred to as the “Employer” or “Board” and the Municipal laborers Local #353 hereinafter referred to as the “Union”.

ARTICLE I Recognition

The Board of Trustees recognizes the Union as the exclusive bargaining representative for the purpose of representing all permanent full-time employees and permanent part-time employees in the classification listed in Appendix I in accordance with the provisions of the State of Iowa Public Employment Relations Act.

ARTICLE II Management Rights

Except as specifically modified by the Agreement, the employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the agency.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duty because of lack of work or other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which utility operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Utility Board.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Board by law.

ARTICLE III Non-Discrimination

Neither party to this agreement shall discriminate against any employee because of race, sex, color, age, creed, religion, nationality, union affiliation, or non-union affiliation.

ARTICLE IV

Work Rules

The Board may from time to time adopt and publish changes in existing departmental procedures and rules. Such changes shall become effective only after they have been prominently posted on appropriate employer bulletin boards for a period of ten (10) work days. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules, or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

ARTICLE V

Hours of Work

A. Work Week

The normal work day shall consist of eight (8) consecutive hours of work. The normal work week shall consist of forty (40) hours of work on five (5) consecutive eight (8) hour days, normally Monday through Friday.

Since certain phases of the departments must regularly operate seven (7) days per week, some employees may be required to work an alternate work week consisting of more than five (5) consecutive days with at least two (2) consecutive days off each week.

Where alternate schedules are necessary, work schedules must be properly posted ten (10) work days prior to the work being performed.

Shift assignments in classification shall be made on a seniority and qualification preference.

Specific work schedules, including hours and days, will be issued by the General Manager of Utilities.

B. Lunch Period

All employees shall be allowed a lunch period which shall be scheduled generally in the middle of the work shift. Lunch period shall be scheduled as to time duration and in accordance with the prevailing departmental rules and regulations. However, a lunch period shall not be less than thirty (30) minutes, nor more than one (1) hour. In addition, light plant operators may be required to remain on the work site for lunch periods.

C. Rest Period

Each employee shall be entitled to one (1) fifteen (15) minute rest period during the first half of their work schedule and one (1) fifteen (15) minute rest period during the second half of their work schedule.

ARTICLE VI Overtime

A. Definition

Overtime is all time properly authorized and worked in units of one -quarter (1/4) hour or more which is in excess of eight (8) hours of work in one day or forty (40) hours of work per week as described in Article V.

B. Procedure

In general, overtime shall be kept to a minimum consistent with the efficient and effective provision of Board services. Permanent employees shall normally be given preference in overtime assignments. However, when overtime work is required each employee shall accept and work such assignments.

Requests to take off earned compensatory time must be approved by the appropriate supervisor, but the wishes of the employee shall be given consideration. A periodic review of accumulated compensatory time will be made and employees may be required by their supervisor to schedule and take off such time within a reasonable period, i.e., 60 days. Employees may carry up to eighty (80) hours of compensatory time.

C. Compensation

Employees who work in excess of eight (8) hours in one day or forty (40) hours per week in accordance with the provisions of Paragraph B above, shall either receive compensatory time off at time and one-half for such "overtime" work or be paid in cash for such time at the discretion of the Board.

ARTICLE VII Holidays

A. Recognized Holidays

The following shall be observed as paid Holidays:

1. New Years Day, January 1
2. Presidents Day, Third Monday in February
3. Memorial Day, Last Monday in May
4. Independence Day, July 4

5. Labor Day, First Monday in September
6. Thanksgiving Day, Fourth Thursday in November
7. The day after Thanksgiving
8. Christmas Eve Day, December 24
9. Christmas Day, December 25
10. Two days (16 hours) to be taken off with regular pay for the employee, however, must be requested in advance and approved by the General Manager.

B. Holidays occurring on weekends

Holidays which occur on:

1. Saturday- shall be observed on the preceding Friday
2. Sunday- shall be observed on the following Monday
3. Shift workers shall recognize the actual holiday for overtime purposes.

C. Shift employee required to work on a Holiday

Employees who are assigned to shift operations, those departments which are scheduled to operate seven (7) days per week, and who are required to work on a recognized Holiday shall be compensated at a rate equal to two times their normal hourly rate of pay for each hour actually worked. Such pay shall be in addition to the usual eight (8) hours Holiday pay.

D. Regular Employees Required to work on a Holiday

Employees assigned to a normal work week who are required to work on a recognized Holiday shall be compensated at a rate equal to two (2) times their normal hourly rate of pay for each hour actually worked. Such pay shall be in addition to the usual eight (8) hours Holiday pay.

E. Method of Compensation

All premium pay for Holiday work shall be compensated by either payment in cash or in compensatory time off at the discretion of the Board.

F. Holidays Occurring During Other Leaves

When a Holiday occurs during an employee's sick leave, vacation leave or emergency leave, the Holiday will not be counted as part of the leave of absence.

ARTICLE VIII

Sick Leave

A. Eligibility

All permanent, full time employees will be eligible for paid sick leave.

B. Accrual

Permanent, full time employees will accrue sick leave at the rate of 3.7 hours per bi-weekly pay period. A total of seven hundred sixty (760) hours can be carried forward to a new year. All leave in excess of seven hundred sixty (760) is forfeited.

C. Usage

Sick leave shall be granted under the following circumstances:

1. Physical incapacity, including pregnancy.
2. Personal illness, including medical, dental or optical appointments during working hours.
3. Enforced quarantine of the employee in accordance with community health regulations.
4. Serious illness of any emergency nature of the immediate family (spouse, child, parent, sibling) upon approval of the Department Director. Use of sick leave in this manner is limited to a total of three (3) days per year.

D. Usage to Cover Work Related Injuries

Available sick leave shall be granted for physical incapacity resulting from an injury on the job. Such sick leave shall be used for up to the first five days of the injury at which time the Board's Worker's Compensation policy and/or the Disability policy shall take effect. In addition, during the first six months of a work-comp/ disability insurance claim, an individual may use sick leave to make up the difference between his/her disability payment and his/her regular salary.

E. Administration

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled work days.

3. In individual cases where an employee's sick leave usage record indicates possible abuse, the employer has the right to verify the reported illness of any employee and may require a Doctor's certification for absence due to illness. Such certification will be required only with prior written warning to the employee or on any illness of over five (5) consecutive working days. Such certification must state the nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. Abuse of sick leave shall be proper cause for disciplinary action up to and including dismissal.

F. Substituting Leave

Sick leave may be substituted for annual leave if an employee becomes hospitalized while on annual leave. Such substitutions shall be for the period of hospitalization only and must be documented.

ARTICLE IX Other Leaves

A. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted leave as provided under Iowa Code Section 29A.28 and the applicable federal statutes.

B. Jury Duty

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the Court to the Trustee Clerk's Office, less any amount included for travel allowance or expense reimbursement.

C. Emergency Leave

In case of death in the employee's family (spouse, child, parent, sibling, or corresponding in-laws), the employee shall be allowed three (3) days off with no loss of regular pay. In addition, with the General Manager's approval the employee may take up to an additional two (2) days off which shall be charged against his/her accumulated sick leave. In case of the death of an employee's grandchild, grandparent (or corresponding in-laws) or any relative living in the same household with the employee immediately prior to death, the employee shall be allowed one (1) day off with no loss of regular pay. In addition, with the General manager's approval, the employee may take up to an additional two (2) days off, which shall be charged against his/her accumulated sick leave.

D. Personal Leave Without Pay

The Board may grant an employee an unpaid leave of absence due to personal reasons upon the written request of an employee. Any such leave shall not exceed a period of twelve (12) months.

E. Leaves With Pay

All paid leaves off from work shall be credited as time worked for purposes computing overtime and benefit accrual.

ARTICLE X Vacation

A. Eligibility

All permanent, full time employees are eligible for vacation leave upon accrual.

B. Accrual

Vacation leave shall be accrued as follows:

1. With less than two (2) years of service, 3.07 hours for each biweekly pay period.
2. With two (2) but less than eight (8) years of service earn 4.0 hours for each biweekly pay period.
3. With eight (8) but less than fourteen (14) years of service earn 5.0 hours for each biweekly pay period.
4. With fourteen (14) years or more of service, 6.0 hours for each biweekly pay period.
5. With twenty (20) years or more of service 6.47 hours for each biweekly pay period beginning June 26, 2005.
6. Employees shall not be granted any vacation leave after the last day of actual work when terminating their employment.

An employee is advanced to a higher earning rate at the beginning of the first pay period following his/her second, eighth, fourteenth, or twentieth anniversary date of service.

C. Administration

1. Planning: The General Manager is responsible for proper planning and scheduling of vacation leave for all employees. However, insofar as the workload of the department will permit, vacation shall be granted in accordance with seniority by classification.
2. Approving: All vacation leave must be approved in advance by the General Manager.

3. If a conflict arises whereby more than one employee in the same job classification requests the same vacation time, vacation shall be granted by seniority within classification.
4. Usage: All vacation leave must be used and charged in amounts of not less than four (4) hour increments.

D. Unused Vacation Leave:

Up to 160 hours of vacation leave may be carried forward to a new year. All unused vacation leave in excess of 160 hours is forfeited.

In the event of termination, all accrued but unused vacation leave will be liquidated by lump sum payment. The payment will include any Holidays which fall in the projected leave period. However, such lump sum payment will not be made until:

1. All IMU owned property charged to the employee has been returned.
2. All indebtedness to the Board has been satisfied.
3. All other indebtedness which the Board and City is legally obligated to collect from the employee has been satisfied.

ARTICLE XI
Union Representation

The Union may appoint certain employees to serve as union stewards. The names of the stewards must be submitted in writing to the office of the General Manager.

Upon request to their supervisor, stewards shall be permitted to leave their work area to receive, investigate and process complaints and grievances of employees with no loss of regular pay. Requests shall not be unreasonably denied. Use of duty time shall be kept reasonable and commensurate with the matter at issue.

Whenever a steward enters a work area for the purpose of investigating a complaint or possible grievance, the supervisor must be so notified.

ARTICLE XII
Payroll Deductions

The Board hereby agrees that upon proper authorization, deductions will be made from the employees pay and remitted to the designated parties for the following reasons:

Savings Bonds, Deferred Compensation, Board Group Insurance Plans, United Way, Union Dues and assessments and any others, which may be mutually agreed to.

ARTICLE XIII
Use of Board Facilities

The Board agrees that upon proper request and availability, the union shall be allowed use of facilities for the purpose of membership meetings, on off duty hours. The Union agrees to comply with all policies regulating the facilities utilization.

ARTICLE XIV

Report and Recall Pay

A. Reporting Pay

If an employee reports for work at his/her regular time and place but is sent home by the supervisor, because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at the regular straight time rate.

B. Recall Pay

When an employee, after completing a regular shift and leaving work is recalled to work, he/she shall receive a minimum of two (2) hours pay at the regular straight time rate.

ARTICLE XV

Transfer Pay

In the event an employee is laterally transferred to the same class or to another classification in the same pay grade, the employee shall be entitled to the same pay step as paid in the previous classification.

ARTICLE XVI

Stand-by Pay

Employees who are required to be on call for emergencies after regular hours shall receive a guaranteed nine (9) hours straight time pay for each week (seven day period) on call or four (4) hours straight time pay for each weekend (two day) period on call. In addition, seven day periods which include a recognized Holiday, employees on call will receive one (1) additional hour of straight time pay. Employees shall be compensated in accordance with article VI and/or XIV for work performed under this section.

ARTICLE XVII

Witness Fees

When an employee is requested to appear before any hearing on behalf of the Utility, he/she shall receive full hourly salary applicable to the provisions of the contract.

ARTICLE XVIII

Uniforms

Three uniforms and one cap will be furnished to Meter Readers so that they will be regulation in appearance and easily identifiable by the public. In addition, one light weight and one heavy weight jacket will be provided.

Beginning June 27, 2004 each employee will receive payments up to three hundred fifty dollars (\$350) during a two-year period (fiscal). Allowance will be paid as reimbursement for their purchase of work related clothing as described in the IMU clothing allowance policy. Each employee must also adhere to the IMU dress code in compliance with that policy.

ARTICLE XIX **Training on New Processes**

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes requiring different skills and knowledge, any employee affected by the change shall be given a reasonable opportunity to learn to perform the new duties and to qualify for status in any new class of positions required for such work. Any employee, who after a reasonable training period, qualifies for appointment in a different class shall be appointed and promoted thereto.

Employees who do not qualify for such appointment shall be reassigned to other duties to his/her class or be laid off.

Apprenticeship trainees must keep their course work current. Failure to maintain course work, achieve proper skills in time allotted or cooperate with the apprenticeship program may result in the employee being placed on probationary status. If deficiencies continue, disciplinary actions may be taken up to and including termination. The employee's advancement in the program is subject to the determination of the Apprenticeship Committee which shall consist of two union and two management personnel. This provision does not apply to employees classified as "Lead Line Technician" and/or "Line Technician" employed by IMU before September 1, 1996.

ARTICLE XX **Use of Bulletin Boards**

The Board will provide reasonable space for official union business on each bulletin board normally used to convey information to employees. The use of such space shall be limited to the following:

1. Listing of union officers and officials
2. Union elections
3. Union meetings
4. Union social events
5. Educational notices

ARTICLE XXI Insurance Provisions

A. Health and Prescription Drug Insurance

July 1, 2003: The Board will pay 100% of the premium for single health and prescription drug insurance coverage and 100% of the premium for family health/drug insurance coverage. July 1, 2004: The Board will pay 100% of the premium for single health/drug insurance coverage and 97.5% of the difference between the premium for single health/drug premium and the premium for family health/drug insurance each year of the Agreement. July 1, 2005: The Board will pay 100% of the premium for single health/drug insurance coverage and 95% of the difference between the premium for single and the premium for family health/drug insurance each year of the Agreement.

For purposes of this provision, the single premium will be determined to be one-half of the family premium.

As of July 1, 2007 the prescription drug plan will change from a \$5.00 for any script to a 3-tiered system of \$0/\$5/\$10. As of July 1, 2008 the 3-tiered system will be \$0/\$10/\$20 for prescription drugs.

B. Disability Insurance

The Board agrees to provide all permanent, full-time employees with a group disability plan containing no less benefit coverage than the one in effect on July 1, 1978. The full cost of such insurance will be the responsibility of the Board. In the event an employee is disabled (as determined by a Board appointed physician) due to illness or injury he/she shall continue to receive Board insurance contributions for the level of benefits then in effect, for a period of 24 months following such disability.

The short-term disability weekly benefit will be as follows:

July 1, 2003	\$325/Week
July 1, 2004	\$335/Week
July 1, 2005	\$350/Week

C. Life Insurance

The Board agrees to provide all permanent, full-time employees with a \$15,000 life insurance policy. The full cost of such insurance will be the responsibility of the Board. In addition, the Board agrees to continue the practice of deducting and remitting payments for an additional \$10,000 life insurance policy.

D. Health Reimbursement Arrangement (HRA)

The Board agrees to contribute \$875 (7/1/07) and \$900 (7/1/08) for each employee's HRA for medical/dental/vision expenses incurred by the employee and his/her dependents which are eligible for health insurance coverage.

Contributions to an employee's HRA account will be preserved for the sole use of the employee and employee's eligible dependents for medical expenses as provided by applicable law.

Unused balances of an employee's HRA account will be carried forward from year to year with no limit of accumulation.

Employees and their eligible dependents, and employees who have terminated their employment and their eligible dependents shall have access to their HRA accounts for medical expenses until the account has been exhausted, as provided by applicable law.

ARTICLE XXII Disciplinary Action

It is recognized that certain disciplinary action is occasionally necessary for efficiency of the operation. Forms of discipline may include oral or written warning, oral or written reprimand, suspension, demotion, and termination. Such actions will be taken in the event of reasonable and just cause.

All written warnings and/or reprimands will be removed from an employee's personnel file upon the successful completion of a full two (2) years of employment without additional warnings and/or reprimands.

ARTICLE XXIII Safety, Health, and Welfare

A. Board Responsibility

The Board shall make reasonable provision for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect employees from injury or illness in conformance with statutory requirements. In addition, the Board agrees to provide tools, special gloves, rain gear and special equipment to perform assigned tasks.

B. Employee Responsibility

Employees are required to comply with established Board procedures and policies regarding the reporting of occupational injuries.

C. Safety Committee

The Board shall appoint representatives of Labor to participate in the City of Indianola Safety Committee. Such representatives shall recommend preventive and corrective measures to assure safe working conditions in all phases of the Board's services.

ARTICLE XXIV Employee Education

1. The Board recognizes it is of mutual interest and benefit to both the employee and the Board to advance individual knowledge, skills and abilities. Therefore, the Board agrees to consider all requests for educational purposes.
2. The request should outline the course desired, length of course, availability of classes and hours and amount of leave or reimbursement required.
3. Such requests shall be evaluated as to how the course relates to an employee's duties or to amount of value and benefit the employee and Board would derive from such a course.
4. If the request is approved, the Board shall allow up to \$600.00 maximum allowance per year tuition. In addition, paid leave may be allowed upon approval by the General Manager if necessary to attend course during working hours. Such tuition will be paid as reimbursement to employee for successful completion of approved course. For a graded course, a grade of "C" or better shall be considered successful completion.

ARTICLE XXV Travel and Per Diem allowance

A. Mileage for Travel

Whenever an employee is ordered or authorized to use his/her own private auto for Board business, the mileage allowance set by the state shall be paid for each mile of travel.

B. Per Diem

Actual out-of-pocket costs for meals, lodging, registration, etc. to be substantiated by receipts and subject to the following limitations:

1. Total daily allowance for meals, lodging, registration, etc., shall be limited to \$25.00
2. Daily lodging costs shall be limited to actual expense when pre-

- arranged by staff and to \$40/night if not pre-arranged
3. The total daily meal allowance will be reduced by one-third (1/3) for each meal included in any registration charge

C. Payment

All reimbursements must be substantiated by receipts and/or properly documented vouchers.

D. Travel Time

Time spent traveling will be considered as time worked, not to exceed the hours regularly scheduled per day. Other necessary travel time is to be expended without further compensation.

ARTICLE XXVI

Promotion Pay

When an employee is promoted to a classification assigned to a higher pay range than the previously held position he/she shall receive an increase in pay equal to at least a one (1) step (Approx. 5%).

An employee reclassified to Apprentice Line Mechanic that has no prior training or experience for that position shall not start above Range 24, Step 3, even if the employee is currently in a higher pay range.

ARTICLE XXVII

Promotions and Job Bidding Procedure

Notice of job vacancies shall be posted on departmental bulletin boards for five (5) work days. Employees wishing to be considered for the opening must sign the job bid notice no later than 5:00 P.M. on the last day of the posting period.

When filling such promotional vacancies, the employer shall consider such factors as ability, aptitude, and work record. However, when these factors are reasonably equal as between two (2) or more employees, then seniority shall prevail.

ARTICLE XXVIII

New appointments and Promoted Employees

Newly appointed employees will normally begin at the first step of the appropriate salary range. When circumstances warrant, employees may be appointed above the first step in the salary range, but in no case may the starting rate exceed the rate paid to any other employee in the same classification.

Employees appointed to Electric Operator I or Water Operator I positions shall progress through the salary table in accordance with Article XXXII, except as modified herein:

Water Operator I- shall be eligible for promotion to Water Operator II Range 24, Step I upon certification as a Grade II Operator, and shall receive annual step increases through Step 5 of the range.

Electric Operator I- shall be eligible for promotion to Electric Operator II Range 24, Step I upon satisfactory completion of two and one half years of service, and shall receive annual step increases through Step 5 of the range.

ARTICLE XXIX Longevity Pay

The salary table shown below represents the annual pay that employees shall receive for continuous years of service.

<u>YEARS</u>	<u>ANNUAL PAY</u>	<u>HOURLY PAY</u>
0-4	\$0	0
5-9	\$250	12.0 c/hour
10-14	\$300	14.4 c/hour
15-19	\$350	16.8 c/hour
20+	\$400	19.2 c/hour

Longevity pay shall be paid on a per hour basis to be included with regular hourly salary.

ARTICLE XXX Reduction in Force

A. In the event it becomes necessary to layoff or transfer employees in a specific classification, the following procedure shall apply:

1. Temporary employees.
2. Probationary employees
3. Permanent employees in reverse order of their seniority.

For purposes of this agreement, seniority shall be defined as continuous employment from date of hire. In computing seniority, all authorized compensated time off, and leaves of absence for illness and injury shall be computed as continuous employment, i.e., unpaid leaves in excess of 30 days change the date but do not negate past service.

B. The individual employee designated for layoff shall be given an opportunity to fill any vacancy for which he/she is qualified within the utility. If no vacancies exist, the affected employee may revert to a vacancy or replace the last hire promoted in a position in which he/she has previously held permanent status, or to replace the last hired or promoted in a

lesser classification providing he/she has the specified qualifications to perform such duties. When all rights have been exercised, the last hired will be laid off.

C. Reinstatement of Transfers:

Any employee transferred in accordance with Sec. B, shall be eligible for reinstatement to the original, or a like position, when a vacancy occurs. Such reinstatement shall be in reverse order of seniority. Any employee who is reinstated, shall be placed in the appropriate pay step to reflect the pay range that the employee would have reached, in the event there had been no layoff, resulting in no loss of pay steps or seniority.

D. Re-employment

The names of employees laid off shall be placed on a re-employment list for the classification affected, for a period of two (2) years. Such employees shall be eligible for re-employment in reverse order of layoff in the classification they held at the time of layoff.

E. When an employee is notified of available employment, he/she must make satisfactory arrangements to accept such position within five (5) working days, or forfeit their rights to any future re-employment.

ARTICLE XXXI Grievance Procedure

A "Grievance" is defined as a dispute concerning the application or interpretation of any clause of this agreement which is reduced to writing and signed by the employee(s) involved.

The parties will agree to act in good faith to resolve any grievance presented by an employee. Grievances must be presented at the First (1st) step of the procedure within five (5) work days of the incident giving rise to the complaint.

Step I: The employee shall submit the grievance to his/her immediate supervisor. Such supervisor shall respond within three (3) work days.

Step II: If the matter has not been resolved, the employee shall then, within five (5) work days of the receipt of the Step I answer, present the matter to the General Manager who shall respond within five (5) work days.

Step III: If not resolved, the grievance may be submitted to arbitration within ten (10) work days of the decision at Step II. Upon notification to the Board the parties shall promptly meet

to attempt to agree on the selection of an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit a list of five (5) arbitrators and, by alternately striking names, an arbitrator will be selected. Not later than sixty (60) days following the date on which the request for arbitration was submitted to the Board, the parties shall establish a date for the arbitration hearing.

The arbitrator shall be without power to add to, subtract from, or modify the terms of this agreement, nor to make any decision in conflict with the laws of the State of Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the union. However each party shall be responsible for compensating their own representatives and/or witnesses, as well as paying for transcripts of the proceedings if desired.

The failure of the employee or union to present a grievance within the specified time limits shall render the matter settled and not subject to further appeal. Failure of the employer representative to respond within the specified time limits shall automatically render the matter subject to appeal at the next step of the procedure.

Any time limit contained in this article may be extended by the written mutual agreement of the parties.

ARTICLE XXXII

Pay

The salary tables shown in the Appendix represent an increase of 3% beginning 6/24/07 and 3% beginning 7/6/08.

Each employee shall remain at his/her then current step of the appropriate salary range. Those employees who have not reached the top step of their respective salary will be eligible for an additional one (1) step increase upon the completion of twelve (12) months of satisfactory service after their last step increase.

Newly appointed employees are eligible to receive a one-half (1/2) step increase upon successful completion of six (6) months of service, another one-half step after one year's satisfactory service and annually thereafter until the top step is reached with the exception of employees in the apprentice program.

Deferred Compensation

Upon completion of three (3) years of service, employees shall be eligible to participate in matching payments into the employer approved deferred compensation as described below.

Effective June 24, 2007, the employer will contribute an amount equal to that amount contributed by the employee up to \$70 and 7/06/08 up to \$75.

If any provision of this deferred compensation plan is determined to be unlawful, the parties shall immediately meet to negotiate an alternative placement of the money involved. All contributions previously made into the plan shall be preserved for the sole benefit of the affected individual employee(s) and not returned to the employer.

ARTICLE XXXIII

Emergency Work

When emergency work reasonably appears to require an employee to stay on duty four hours or more after regular quitting time, a meal of reasonable cost shall be provided, at Board expense, approximately one hour after regular quitting time and at four hour intervals thereafter while they continue to work.

ARTICLE XXXIV

Maintenance of Standards

The employer agrees that during the terms of this contract the wages, hours and working conditions shall be maintained at not less than the highest standards in effect on the first day after implementation of this agreement.

ARTICLE XXXV

Duration of Agreement

This agreement shall be in full force and effect beginning June 24, 2007 and continuing through June 30, 2009.

ARTICLE XXXVI

Definitions

1. **Seniority:** For purposes of this agreement, seniority shall be defined as continuous employment from date of hire. In computing seniority, all authorized compensated time off and leaves of absence for illness and injury shall be computed as continuous employment. i.e. Unpaid leaves in excess of 30 days change the seniority date, but do not negate past service.
2. **Probationary Employment:** all new and promotional appointments shall be subject to 180 calendar days as a probation period, during which time and employee is to be evaluated, relative to performance and may be terminated without right to appeal.
3. **Employee:** A person legally appointed to a regular full-time position in the service of the Utility Board of Trustees.

**Chairman
Indianola Utility Board
of Trustees**

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